



King County

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

# Invitation to Bid

**ADVERTISED DATE: JULY 13, 2006**

**Invitation to Bid (ITB) Title: Appliance Hauling and Processing Services**

**ITB Number: IT13022-ART**

**Due Date: Thursday, August 10, 2006- 2:00 P.M.**

**Buyer:** Alan Terhune, [Alan.Terhune@metrokc.gov](mailto:Alan.Terhune@metrokc.gov) , 206-684-1067

Term Service Requirements Contract

Furnish Appliance Hauling Services and / or Appliance Receiving / Processing Services as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

**BID PRICE SCHEDULE A:** \$ \_\_\_\_\_

**BID PRICE SCHEDULE B:** \$ \_\_\_\_\_

**NO PRE-BID CONFERENCE**

Sealed Bids are hereby solicited and will **only** be received by:  
King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

## **BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.**

We acknowledge that **Addenda numbered** \_\_\_\_\_ **to** \_\_\_\_\_ have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

**SEDB/DBE** Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

## **SECTION 1 Instruction To Bidders**

### **1.1 Introduction**

The purpose of this Invitation to Bid is to establish a contract to provide services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2 Bid Submittal Procedure**

The original and (1) copy of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

### **1.3 King County Internet Web Site**

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at [http://metrokc.gov/procurement/rfp\\_rfq\\_itb/new\\_goods.aspx](http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx).

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access [Contact Us > > Registration Form](#). Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

#### **1.4 Alterations to Document**

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

#### **1.5 Late Bids**

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

#### **1.7 Addenda**

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

#### **1.8 Questions and Interpretation of the ITB**

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

**Days**, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

#### **1.9 Examination of Bid Documents**

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

#### **1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date**

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

#### **1.11 Bid Withdrawal After Public Opening**

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

#### **1.12 Cost of Bid and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

#### **1.13 Collusion**

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

#### **1.14 Bid effective Date**

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

#### **1.15 Bid Price and Tax**

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

[http://www.metrokc.gov/procurement/documents/U\\_014\\_Protest\\_Procedures.doc](http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc), are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

### **2.2 Responsive and Responsible**

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

### **2.3 Financial Resources and Auditing**

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

## **2.4 King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## **2.5 Forms Required Before Contract Award**

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Worksheet and Declaration Form:](#)
- [Personnel Inventory Report\\*:](#)
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity\\*:](#)
- [Statement of Compliance – Union or Employee Referral Agency Statement\\*:](#)
- [Internal Revenue Service Form W-9 \\*](#)
- [504/ADA Assurance of Compliance](#)
- **Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## **2.6 Rejection of Bids**

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

## **2.7 Single Bid Receipt**

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## **2.8 Public Disclosure of Bids**

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the

County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

## **2.9 Contract Award**

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.



## **SECTION 3 Standard Contractual Terms and Conditions**

### **3.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

### **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

### **3.3 Invoices and Payment**

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods Or Services**

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

**3.7 Force Majeure**

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

**3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10<sup>th</sup>) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final.

Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

### **3.15 Other Public Agency Orders**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Environmental Purchasing Policy**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

### **3.19 Nondiscrimination and Equal Employment Program**

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

### **3.20 Equal Benefits To Employees With Domestic Partners**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

### **3.21 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.22 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of Schedule A "Appliance Hauling" is \$130,000 per year and for Schedule B "Appliance Processing" is \$140,000 per year. King County will not be limited, restricted or bound by these dollar values, nor shall the County be obligated to order the services contained in this ITB.

### **4.2 Contract Term**

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3 Price Revisions**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

### **4.4 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

### **4.5 Disability Assurance Compliance (504/ADA)**

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act



of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

#### **4.6 Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

#### **4.7 Non-Disclosure Obligation**

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

#### **4.8 Insurance Requirements**

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with

this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

#### **4-9 LIQUIDATED DAMAGES**

All time limits stated in the Contract are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a fee per calendar day for each and every act listed in the table below is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said fees per calendar day for each and every day of act as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

The acts or omissions in the chart below constitute a breach of this contract. The amounts are set as liquidated damages that may be deducted from the Hauling Contractor's invoice or the Receiver/Processor Contractor's invoice, which ever is applicable.

<b>CRITERIA</b>	<b>ACTION OR OMISSION</b>	<b>LIQUIDATED DAMAGE</b>
<b>Haulers:</b> If the Solid Waste Division requests pick-ups pursuant to the Hauler Scope of Services, the Contractor shall provide service within 24 hours for requests made by 3:00 PM in any business day.	Failure to collect appliances within specified time frame.	\$100 per incident, per day
<b>Haulers:</b> Clean up of the collection area shall be performed the same day and time as pickup pursuant to the Hauler Scope of Services.	Failure to provide clean up of appliance collection area on the same day as pickup.	\$100 per incident, per day
<b>Haulers:</b> Unnecessary hauls: are defined as appliance drop-off box hauls not requested, nor previously scheduled by the County.	Hauling of drop-off box from a transfer site that is not requested by the County.	\$100 per incident

CRITERIA	ACTION OR OMISSION	LIQUIDATED DAMAGE
<p><b><u>Receivers/Processors:</u></b> The Solid Waste Division Receiving / Processing Contractor shall be open to accept appliances from the County pursuant to the Receiver/Processor Scope of Services and available to receive appliances from at least 7 AM to 6 PM Monday through Friday and 10 AM to 4 PM Saturday and Sunday including all holidays when the County sites are open to the public.</p>	<p>Failure to receive appliances within specified time frame.</p>	<p>\$100 per incident, per day</p>

Should the Contractor be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the Contractor. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the County reserves the option to accept the first acceptable bid from a bidder who is not on strike.

## **Section 5 - Technical Specifications**

### **5.1 Overview**

King County is seeking bids to provide **Appliance Hauling** and **Receiving/Processing Services** for the Solid Waste Division. Appliance Hauling may be provided by one contractor, and Appliance Receiving /Processing Services provided by a separate or the same contractor. Schedule A concerns only Appliance Hauling, and Schedule B concerns Appliance Receiving/Processing Services. Appliances may range from items such as washers and dryers, which do not contain CFC's (Chlorofluorocarbons) to Appliances which do contain CFC's such as refrigerators / freezers and HVAC equipment.

### **5.2 General Information**

Drop boxes containing appliances may be hauled / received from various County locations to a County designated receiving/processing facility.

- Appliances are collected in drop boxes at the following King County locations:
- Vashon Transfer/Recycling Station, 18900 Westside Hwy SW, Vashon, WA
- Enumclaw Transfer/Recycling Station, 1650 Battersby Ave E, Enumclaw, WA
- Bow Lake Transfer Station, 18800 Orillia Road South, Tukwila, WA
- 1<sup>st</sup> NE Transfer Station, 2300 N 165<sup>th</sup> Street, Shoreline, WA

Other King County sites may be added as needed during the contract term

The County reserves the right to add additional collection sites and/or to change the designated receiving facility at any time during the contract term.

The Contractor shall provide 24 hour 7 day per week contact names and telephone numbers to the County Project Manager at time of contract award for the following functions: general contract issues, daily receiving operation, and contract billing. The Contractor shall notify the County Project Manager within two days of any changes to the contact names and telephone numbers provided to the County.

### **5.3 Federal And State Law**

The Contractor(s) shall comply with all applicable Federal (Occupational Safety and Health Act) and Washington State (Industrial Safety and Health Act) programs, including maximum noise levels for operators.

The Contractor(s) shall be responsible for the correct handling of the drop boxes containing appliance units and any regulated or hazardous substances contained in the units. Chlorofluorocarbons (CFCs) contained in appliances shall be collected and handled in accordance with all Environmental Protection Agency (EPA) regulations. Any other hazardous waste shall be removed and disposed in accordance with all applicable state and federal regulations.

### **5.4 Permits and Licenses**

The Contractor(s) shall possess and remain in compliance with all required permits and licenses. In the event there is a change in a permit status the contractor shall provide a written notice within five days of the change to King County's Project Manager.

## 5.5 Drop Boxes

King County's standard drop (roll-off) boxes used for appliances collection are located at the transfer sites and the current Appliance Drop Box Hauler storage yard. The Hauling Contractor shall haul the drop boxes to the receiving/processing facility from the County transfer sites.

Approximate box dimensions are: length 18 feet; width 8 feet; and volume 20 to 25 cubic yards.

## 5.6 Materials Collected in Drop Boxes

Appliances accepted for recycling at the transfer and drop box sites shall include but not be limited to the following:

**CFC Appliances:** Refrigerators, Water Coolers, Freezers, Air Conditioners, Dehumidifiers

**Non-CFC Appliances:** Washers, Ranges, Dishwashers, Ovens, Water Heaters, Dryers, Stoves, Water Well Tanks, Furnaces

Appliances that are currently not accepted at King County Transfer sites include but are not limited to the following: Vacuums, Microwaves, Propane Tanks, Television sets.

## 5.7 Schedule A: Appliance Hauling Services, Scope of Work

The King County Solid Waste Division is soliciting bids for the hauling of drop boxes containing discarded appliances from various County locations to a County designated receiving / processing facility. The following table displays an annual estimate only, and the County does not guarantee that the contractor awarded the contract will receive similar values for the of hauling of appliances from various transfer stations. Costs are based upon per-haul pricing. Please see Section 6 on bid pricing calculations.

King County Site	Estimated Contract Amount	Estimated Annual Hauls
Vashon Transfer/Recycling Station	\$18,000	50
Enumclaw Transfer/Recycling Station	\$33,000	150
Bow Lake Transfer Station	\$44,000	400
1 <sup>st</sup> NE Transfer Station	\$35,000	250

## 5.8 Operations

All appliances shall be accepted "as-is" from the public. The County will make a good faith effort to ensure that excess garbage is removed from the appliances prior to placement into the appliance drop box.

The Hauling Contractor shall be available to haul drop boxes from at least 7 AM to 6 PM Monday through Friday and 10 AM to 4 PM Saturday and Sunday including all holidays when the County sites are open to the public. Closed holidays are Thanksgiving Day, Christmas Day, and New Years Day. A normal drop box haul consists of a full drop box being replaced with an empty (switchout) drop box. A drop box must always have capacity for customers to drop off appliances during transfer site operating hours.

In addition to transport of the appliance drop box, the Hauling Contractor shall make the appliance drop box collection area free of debris after a full bin has been pulled and prior to placement of an empty (switchout) bin. These clean-up duties are to be performed the same day and time as bin switchout. Waste resulting from clean up shall be disposed of at the transfer station's waste disposal area during each site visit. The Hauling Contractor will not incur any cost to dispose of such waste at the transfer site.

If waste left at the site is household or other hazardous waste, the County shall be responsible for clean-up. The Hauling Contractor Driver identifying such materials shall immediately notify both the County site staff and the Hauling Contractor Driver Supervisor that such waste is present. In addition, The Hauling Contractor Driver Supervisor shall immediately notify the County Project Manager that such waste is present.

The appliances will be delivered to the Receiving/Processing Contractor's facility by the County Hauling Contractor. The Receiving/Processing Contractor shall be responsible for unloading appliances from the drop box. The Hauling Contractor will coordinate with the Processing Contractor for the emptying of drop boxes.

The Hauling Contractor may store County drop boxes used as switchout boxes at a single Hauling Contractor location. Multiple storage locations will be considered by the County only if additional storage locations will not cause the County's supply of drop boxes to be affected. The Hauling Contractor shall provide the physical address of the Hauling Contractor storage yard:

Storage Yard Address: \_\_\_\_\_

## **5.9 Appliance Hauling Schedule**

The Solid Waste Division shall require the Hauling Contractor to provide drop box switching service as necessary for the County to maintain adequate appliance collection capacity in each appliance drop box at each collection site. A regular hauling schedule may be established for a transfer site if the volumes received at a site are such that a routine pickup schedule may be deemed to be effective. This schedule may be altered to meet the volume needs of the program by mutual agreement between the County and the Contractor at any time during the contract period. The King County Project Manager shall be notified for approval of any schedule changes.

If at any time the current hauling schedule does not provide adequate service, the County will dispatch the Hauling Contractor to the transfer site for drop box haul to the receiving/processing facility. Calls for hauling dispatch made to the Hauling Contractor by 3:00 PM in any business day must be responded to within 24 hours, or 3:00 PM the next business day, including holidays and weekends when the County transfer sites are open to the public.

## **5.10 Invoicing Details**

Payment for hauling of appliances shall be based on the actual number of hauls. The contract (bid) unit price shall be used in calculating invoice values in all cases for the hauling of appliances.

Original invoices shall be submitted on a monthly basis to the County Project Manager by USPS mail, and by e-mail. Both the original and the e-mail of each invoice shall include the following:

- Purchase order number
- Invoice number
- Invoice date

- Chronological summary of hauls from transfer site to receiving/processing facility during the invoice period
- Service date per haul
- Origin (County collection site) of each haul
- Documentation that provides a record of the exchange of materials between Hauling Contractor and Receiving Facility for each haul
- Contract unit price per haul
- Total charge

Invoices that do not include all required information shall be subject to payment delays.

### **5.11 Contract Start Ups**

A post-award meeting shall be conducted by the County Project Manager to plan the contract start-up and go over the service requirements.

At the start of the contract, the Hauling Contractor shall be responsible for moving empty (switchout) bins to the Hauler's storage yard from the previous Hauling Contractor storage site, at Hauler Contractor expense.

Upon award of contract, King County will establish a mileage table of the billing trip mileage (during the contract term). This billing mileage will be only the distance between the King County transfer site to the Contractor receiving facility. Mileage from bidder yard to transfer site will not be included in this calculation. The mileage will be calculated using Mapquest.com. Note that for bidding purposes only, King County will use a hypothetical mileage per haul (see Pricing Information).

### **5.12 Schedule B: Appliances Receiving/Processing – Scope of Work**

The King County Solid Waste Division is soliciting bids to receive drop boxes containing appliances from various County locations to a designated receiving/processing facility and process those appliances for recycling.

Recycling of the materials includes transforming, remanufacturing, reprocessing or re-refining materials into usable or marketable products, and marketing or distributing these products or commodities for use other than landfill, incineration, stockpiling, or as a fuel. This definition does not include reuse of residues from treatment, destruction, incineration, or other methods of waste disposal.

If any material collected from King County is processed at a facility outside the United States, the Receiving/Processing Contractor shall provide documentation to the County that the facility is sited, constructed, operated, and otherwise maintained in a way that protects human and animal health and the environment. Any such facility shall be not less protective than would be required by United States law for a similar facility.

The Receiving/Processing facility shall be located within King County. State below the physical address of the facility:

Address: \_\_\_\_\_

The following table displays an annual estimate only, and the County does not guarantee that the Contractor awarded the contract will receive similar values for the Receiving/Processing of Appliances. Please see Section 6 for bid-pricing calculations.

	<b>Estimated Receiving / Processing Cost</b>	<b>Estimated Units</b>
Appliances that contain CFCs	\$80,000	5,000
Appliances that do not contain CFCs	\$60,000	14,000

### **5.13 Operations**

All appliances shall be accepted "as-is" from the public. The County will make a good faith effort to ensure that excess garbage is removed from the appliances prior to placement into the appliance drop box.

The appliances will be delivered to the Receiving/Processing Contractor's facility by a County Hauling Contractor or other authorized County personnel. The Receiving/Processing Contractor shall be responsible for unloading of appliances from the drop box or other delivery equipment.

The Receiving/Processing Contractor shall be available to receive appliances from at least 7 AM to 6 PM Monday through Friday and 10 AM to 4 PM Saturday and Sunday including all holidays when the County sites are open to the public. Closed holidays are Thanksgiving Day, Christmas Day, and New Years Day.

The County may establish a regular delivery schedule if it is in the County's best interest to do so.

### **5.14 Schedule for Receiving/Processing**

The Receiving/Processing contractor's facility shall be able to receive appliances from the County during the operating hours stated above.

Communication regarding schedule changes shall be through the County Project Manager or designated County Representative.

### **5.15 Contract Start Up**

A post-award meeting shall be conducted by the County Project Manager to plan the contract start-up and go over the service requirements.

### **5.16 Invoicing Details**

Payment for receiving/processing appliances shall be based on the actual number of appliances received/processed. The contract (bid) unit price shall be used in calculating invoice values in all cases for receiving/processing of appliances.

Original invoices shall be submitted on a monthly basis to the County Project Manager by USPS mail and e-mail. Both the original and e-mail of each invoice shall include the following:

- Purchase order number
- Invoice number
- Invoice date
- Chronological summary of drop box loads received from the County Hauling Contractor at the receiving/processing facility during the invoice period
- Service date of each drop box load delivered
- Origin (County collection site) of each drop box load



- Documentation that provides a record of the exchange of appliances between Hauling Contractor and Receiving Facility for each drop box load
- Contract unit price per type of appliance
- Total charge for the invoice period

Invoices that do not include all required information may be subject to payment delays.

## Section 6 – Bid Response

### 6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price.

### 6.2 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

**Prompt pay discount offered** \_\_\_\_\_% - **Days, Net** \_\_\_\_

### 6.3 Pricing

Bidders may bid on Schedule A - Appliance Hauling Services, Schedule B – Appliance Receiving / Processing Services or both Schedules A and B. Bidders shall bid on all items of any one, or both schedules to be considered responsive.

Award will be made to the firm deemed the lowest responsive, responsible offeror, based upon the total cost to the County for any one or both Schedules. King County reserves the right to split the award of this ITB if determined to be in the best interest of the County.

Bidders are advised that altering the bid document, and or including Terms and Conditions with the bid may render it non-responsive.

#### **Schedule A – Hauling Services**

For bid evaluation purposes only, King County will use the hypothetical mileage listed in the table below for calculating the bid cost for a haul from the County site to the Receiving/Processing facility:

<b><u>Item #</u></b>	<b><u>County Site</u></b>	<b><u>Cost Per Mile</u></b>	<b><u>Number of Miles</u></b>	<b><u>Extended Price</u></b>
Vashon Transfer Station	\$_____	per mile x 10 miles =	\$ _____	Per Haul
Enumclaw Transfer Station:	\$_____	per mile x 30 miles =	\$ _____	Per Haul
Bow Lake Transfer Station	\$_____	per mile x 10 miles =	\$ _____	Per Haul
1st NE Transfer Station	\$_____	per mile x 20 miles =	\$ _____	Per Haul

**Schedule A Total: \$ \_\_\_\_\_**

## Schedule B – Receiving/Processing Services

<u>Item #.</u>	<u>Qty</u>	<u>Appliance Type</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	14,000 EA	Non-CFC (contains no CFCs)	\$_____EA.	\$ _____
2.	5,000 EA	CFC (contains CFCs)	\$_____EA.	\$ _____

**Schedule B Total:\$ \_\_\_\_\_**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### 6.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. Reference must be submitted with bid.

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_


Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates: \_\_\_\_\_

**Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-F1-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT13022-ART
	<b>Bid Title</b> Appliance Hauling and Processing Services
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	

## Attachment A

### Invitation to Bid 13022-ART

#### **King County Contracting Opportunities Program For Goods and Services Contracts**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

#### **Application of the 5% Incentive Factor and Contract Award**

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

( ) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

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Name of SEDB Business

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SEDB Certification Number

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Owner Signature

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Contact Person Name, Phone Number

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Contact Person Email